

ORIGINAL

1 Mark J. Hattam (State Bar No. 173667)
 2 mhattam@allenmatkins.com
 3 Michael J. Holmes (State Bar No. 199311)
 4 mholmes@allenmatkins.com
 5 **ALLEN MATKINS LECK GAMBLE**
 6 **MALLORY & NATSIS LLP**
 501 West Broadway, 15th Floor
 San Diego, California 92101
 Telephone: (619) 233-1155
 Facsimile: (619) 233-1158

7 Chad M. Hagan (*pro hac vice* pending)
 8 chad.hagan@hnbllc.com
 9 Joseph H. Boyle (*pro hac vice* pending)
 10 joe.boyle@hnbllc.com
 11 **HAGAN NOLL & BOYLE, LLC**
 12 Two Memorial City Plaza
 820 Gessner, Suite 940
 Houston, Texas 77024
 Telephone: (713) 343-0478
 Facsimile: (713) 758-0146

13 Attorneys for Plaintiffs

14 **UNITED STATES DISTRICT COURT**
 15 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

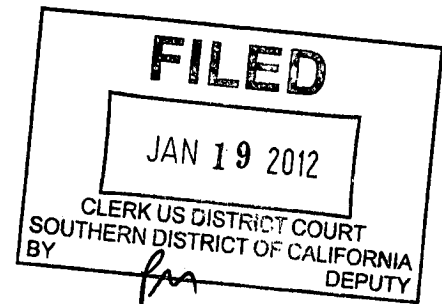
16 DISH NETWORK L.L.C., ECHOSTAR
 17 TECHNOLOGIES L.L.C., and NAGRASTAR
 LLC,

18 Plaintiffs,

19 v.

20 MILES DILLION and DOES 1- 10 d/b/a
 21 www.myfreeneeds.tv and
www.myfreeneeds.com,

22 Defendants.



Case No. **12CV0157 BTM NLS**

**PLAINTIFFS' ORIGINAL COMPLAINT
FOR:**

- 1) Violation of the Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(2);
- 2) Violation of the Communications Act of 1934, as amended, 47 U.S.C. § 605(e)(4);
- 3) Violation of the Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(1)
- 4) Violation of the Communications Act of 1934, as amended, 47 U.S.C. § 605(a);
- 5) Violation of the Electronic Communications Privacy Act, 18 U.S.C. §§ 2511(1)(a), 2520

1 Plaintiffs DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar LLC
2 (together, "DISH Network" or "Plaintiffs"), through their undersigned counsel, file their Original
3 Complaint against Defendants Miles Dillion and Does 1- 10 d/b/a www.myfreeneeds.tv and
4 www.myfreeneeds.com (collectively, "Defendants").

5 JURISDICTION AND VENUE

6 1. This action is predicated upon violations of the Digital Millennium Copyright Act,
7 17 U.S.C. § 1201 *et seq.*, the Communications Act of 1934, as amended, 47 U.S.C. § 605 *et seq.*,
8 and the Electronic Communications Privacy Act, 18 U.S.C. § 2511 *et seq.* Therefore, subject
9 matter jurisdiction is proper in this Court under 28 U.S.C. §§ 1331 and 1338.

10 2. Venue is proper in this Court under 28 U.S.C. §§ 1391(b)(2) because a substantial
11 part of the events giving rise to this action occurred in this judicial district and 1400(a) because
12 this case asserts claims relating to the protection of copyrighted materials.

13 3. This Court has personal jurisdiction over Defendants, who reside in or otherwise
14 conduct business within the State of California.

15 4. Defendants directly target business activities toward residents in California and
16 cause harm to Plaintiffs' businesses within this judicial district. Defendants target California
17 residents by operating an English language Internet website operating under the domain
18 www.myfreeneeds.tv and the domain www.myfreeneeds.com (together, the "MFN website"),
19 which they use to offer and distribute pirate software to residents in California.

20 5. The Internet Corporation for Assigned Names and Numbers ("ICANN") accredited
21 WHOIS domain registration records for www.myfreeneeds.com indicate that the registrant is
22 located in San Diego, California. The ICANN accredited WHOIS domain registration records for
23 www.myfreeneeds.tv indicate the domain name servers being used by Defendants are owned by
24 Cloudflare, Inc., a corporation organized under the laws of California with headquarters in
25 California. Defendants do business with Cloudflare, Inc., who provides content delivery network,
26 website optimization, and/or security services to www.myfreeneeds.tv.

27 6. The MFN website is a highly interactive website. It has a dedicated "Contact Us"
28 page which allows any registered member, including members in California and the United

1 States, to send a message to contact Defendants. It has a dedicated section titled, "Site Feedback
2 and Requests" that allows members to post discussion threads and responses about how to
3 improve the MFN website, which is viewable to Defendants. The MFN website has a dedicated
4 "Live Chat" page that allows users to interact and communicate with other users currently logged
5 on in a chat room in real time. The MFN website has a private message feature that allows
6 members to send and receive personal and private messages to other members, including
7 Defendants. Members interact with Defendants and each other using the MFN website with their
8 ability to post and read content relating to satellite television piracy.

9 7. Defendants are committing tortious acts in California, are engaging in interstate
10 commerce, and have caused Plaintiffs substantial injury in California through the operation of
11 www.myfreeneeds.tv and www.myfreeneeds.com.

12 PARTIES

13 8. Plaintiff DISH Network L.L.C. is a Colorado limited liability company with its
14 principal place of business located at 9601 South Meridian Blvd., Englewood, Colorado 80112.

15 9. Plaintiff EchoStar Technologies L.L.C. is a Texas limited liability company with
16 its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112.

17 10. Plaintiff NagraStar LLC is a Colorado limited liability company with its principal
18 place of business located at 90 Inverness Circle East, Englewood, Colorado 80112.

19 11. Defendant Miles Dillion is a natural person residing in San Diego, California.
20 Miles Dillion is the listed registrant (i.e. owner) of www.myfreeneeds.com.

21 12. Defendant Does 1 – 10 are unknown individuals and/or business entities.

22 13. Defendants conduct business throughout the United States, including the State of
23 California and this judicial district, through the operation of their fully interactive website at
24 www.myfreeneeds.tv and the domain www.myfreeneeds.com, which currently and automatically
25 redirects visitors to www.myfreeneeds.tv.¹ Defendants target California and the United States
26

27 ¹ The www.myfreeneeds.tv website was formerly addressed at www.myfreeneeds.com. Today,
28 attempting to visit www.myfreeneeds.com will automatically redirect the visitor's web browser to
www.myfreeneeds.tv.

1 and have offered and distributed piracy software files to residents within California and the
2 United States through www.myfreeneeds.tv and www.myfreeneeds.com. The true names and
3 capacities of Does 1 – 10 are currently unknown at this time for certain reasons including their
4 identities are being concealed through the use of proxy domain registration services. DISH
5 Network believes that information obtained in discovery will lead to the identification of each
6 Does' true name.

7 NATURE OF THE ACTION

8 14. Defendants are the registrants, owners, and/or operators of the domains,
9 www.myfreeneeds.tv and www.myfreeneeds.com (together, the "MFN website"). The MFN
10 website is a satellite television piracy website that provides, offers to the public, distributes,
11 advertises, and markets piracy software files that allow consumers to circumvent DISH Network's
12 security system and decrypt DISH Network programming without authorization and without
13 payment of the required subscription fee.

14 15. Defendants' distribution of piracy software through the MFN website violates
15 provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Communications Act,
16 47 U.S.C. § 605, and the Electronic Communications Privacy Act, 18 U.S.C. §§ 2511, 2520.

17 DISH NETWORK SATELLITE TELEVISION PROGRAMMING

18 16. DISH Network L.L.C. is a multi-channel video provider that delivers video, audio,
19 and data services to customers throughout the United States, Puerto Rico, and the U.S. Virgin
20 Islands via a direct broadcast satellite system.

21 17. DISH Network uses high-powered satellites to broadcast, among other things,
22 movies, sports, and general entertainment services to consumers who have been authorized to
23 receive such services after payment of a subscription fee, or in the case of a pay-per-view movie
24 or event the purchase price.

25 18. DISH Network contracts for and purchases the distribution rights for most of the
26 programming broadcast on the DISH Network platform from providers such as network affiliates,
27 motion picture distributors, pay and specialty broadcasters, cable networks, sports leagues, and
28 other holders of programming rights.

1 19. The works broadcast on the DISH Network platform are copyrighted. DISH
2 Network has the authority of the copyright holders to protect these works from unauthorized
3 reception and viewing.

4 20. DISH Network programming is digitized, compressed, and scrambled prior to
5 being transmitted to multiple satellites located in geo-synchronous orbit above Earth. The
6 satellites, which have relatively fixed footprints covering the United States and parts of Canada,
7 Mexico, and the Caribbean, relay the encrypted signal back down to Earth where it can be
8 received by DISH Network subscribers that have the necessary equipment.

9 21. A DISH Network satellite television system consists of a compatible dish antenna,
10 receiver, smart card which in some instances is internalized in the receiver, television, and cabling
11 to connect the various components. EchoStar Technologies L.L.C. provides receivers, dish
12 antenna, and other digital equipment for the DISH Network system. Smart cards and other
13 proprietary security technologies that form a conditional access system are supplied by NagraStar
14 LLC.

15 22. The NagraStar conditional access system performs two interrelated functions:
16 first, subscriber rights management, which allows DISH Network to "turn on" and "turn off"
17 programming a customer has ordered, cancelled, or changed; and second, scrambling, which
18 prevents unauthorized viewing of DISH Network programming.

19 23. An integral component of the NagraStar conditional access system is a smart card
20 containing a secure embedded microprocessor that functions as a security computer. The
21 microprocessor contains a ROM segment of memory that provides instructions and commands to
22 the smart card in the everyday operation of the NagraStar security system. The ROM segment
23 reads from data stored within the microprocessor's EEPROM to perform its calculation and
24 operation functions. The EEPROM segment also stores a special kind of data called decryption
25 keys.

26 24. To put the NagraStar smart card in context, the EchoStar Technologies receiver
27 processes an incoming satellite signal by locating an encrypted part of the transmission known as
28 the entitlement control message, and then forwards that message to the smart card. Provided the

1 subscriber is tuned to a channel he is authorized to watch, the smart card uses its decryption keys
2 to unlock the message, uncovering a control word. The control word is sent back to the receiver
3 in order to decrypt the satellite signal.

4 25. Together, the EchoStar Technologies receiver and NagraStar smart card convert
5 DISH Network's encrypted satellite broadcasts into viewable programming that can be displayed
6 on the attached television of a DISH Network subscriber. Each receiver and smart card is
7 assigned a unique serial number that is used by DISH Network when activating the equipment,
8 and to ensure the equipment only decrypts programming that the customer is authorized to
9 receive as part of his subscription package and pay-per-view purchases.

10 **PIRACY OF DISH NETWORK PROGRAMMING**

11 26. Satellite television pirates developed a way to circumvent DISH Network's
12 security system and intercept DISH Network programming using unauthorized receivers. This
13 form of piracy is accomplished by loading software that contains the proprietary data and keys to
14 DISH Network's security system ("piracy software" or "pirate software") onto circuit chips within
15 the unauthorized receiver, so as to mimic a legitimate NagraStar smart card. The process of
16 loading piracy software is referred to as "flashing" the unauthorized receiver and can be
17 completed by even a layperson in minutes. Piracy software is freely available on a number of
18 websites including www.myfreeneeds.tv and www.myfreeneeds.com.

19 27. Satellite piracy has been historically a tedious endeavor because the unauthorized
20 receiving technology needed to be manually and routinely updated to account for and overcome
21 changes to DISH Network's security system, namely electronic counter-measures (or "ECMs")
22 transmitted in the satellite data stream. The countermeasures have multiple effects, one being to
23 change the decryption keys required to access proprietary DISH Network control words.

24 28. One form of satellite piracy is known as "control word sharing," also called
25 "internet key sharing" or more simply "IKS." IKS eliminates the need to manually update piracy
26 software in the unauthorized receiver.

27 29. IKS involves the use of an unauthorized receiver, piracy software, and an internet
28 connection. Piracy software is loaded onto the receiver and the end-user connects the receiver to

1 the internet via a built-in Ethernet port or add-on dongle. The internet connection serves two
2 piracy-related purposes: first, it automatically updates piracy software on the receiver when the
3 user responds "yes" to an on-screen menu prompt; and second, the internet connection contacts a
4 computer server which in turn provides the necessary codes or control words needed to decrypt or
5 descramble the encrypted DISH Network programming.

6 30. The pirate computer server, called an "IKS server," is typically assembled by
7 combining several DISH Network or EchoStar satellite receivers and embedded NagraStar smart
8 cards and connecting those receivers to a computer server. The person operating the server will
9 typically activate a single paid subscription for each of the EchoStar satellite receivers and,
10 utilizing pirate software and other technology, will monitor the receivers and extract the secret
11 descrambling codes or "control words" from these paid accounts. The pirate computer server will
12 then send these codes out over the internet to end-users whose computers and receivers are
13 programmed to receive the descrambling control words and will utilize those control words to
14 descramble DISH Network programming without a separate, authorized subscription or payment
15 of a subscription fee to DISH Network.

16 31. Because IKS is based on the trafficking of control words illegally obtained from
17 legitimate DISH Network receiving equipment, this method of satellite piracy remains effective
18 even after Plaintiffs' transition to "Nagra 3" or "N3," a third generation security technology
19 recently introduced by NagraStar.

20 32. Satellite television piracy causes substantial, irreparable harm to Plaintiffs. DISH
21 Network, EchoStar Technologies, and NagraStar invest millions of dollars each year in the
22 security measures that protect DISH Network programming. The distribution of devices,
23 including pirate software files, that circumvent these measures, however, eradicates the
24 investment in the technology and undermines the values that the technological measures are
25 meant to preserve, chief among them the ability to control access to the copyrighted programming
26 broadcast on the DISH Network platform, which is lost when pirate software is placed in the
27 hands of satellite pirates. Pirate software files are capable of giving end-users the ability to
28

1 receive, intercept, decrypt, and view unlimited DISH Network programming without paying for a
2 subscription and without authorization, and allow end-users to engage in IKS piracy.

3 33. Equally serious is the damage to the reputation and goodwill of DISH Network
4 EchoStar Technologies, and NagraStar. Their business reputations are built on and depend on the
5 delivery of secured content. Piracy harms those reputations and interferes with the contractual
6 and prospective business relationships of DISH Network, EchoStar Technologies, and NagraStar,
7 including relations with programming providers and customers for set-top boxes and conditional
8 access system solutions. These losses are impossible to ascertain at this time.

9 34. Satellite piracy directly and negatively impacts the revenues earned by DISH
10 Network, EchoStar Technologies, and NagraStar. The injury to DISH Network includes lost
11 programming revenues that would customarily be paid by a legitimate subscriber. DISH
12 Network's average monthly revenue per authorized subscriber is approximately \$70 each month.
13 Individuals using pirate software, however, have unlimited access to DISH Network
14 programming, including premium and pay-per-view channels, the value of which far exceeds that
15 built in the average subscriber calculation. Similarly, piracy deprives NagraStar and EchoStar
16 Technologies of revenues that would ordinarily be gained from the sale of receivers, smart cards,
17 and other technology to legitimate subscribers.

18 DEFENDANTS' WRONGFUL CONDUCT²

19 35. Defendants are the registrants, owners, and/or operators of the domains,
20 www.myfreeneeds.tv and www.myfreeneeds.com, both of which can be accessed by any resident
21 of California or the United States.

22 36. The MFN website focuses on satellite television piracy and the piracy of DISH
23 Network Programming.

24
25
26 ² The allegations made by DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar
27 LLC concerning the whereabouts and wrongful conduct of Defendants are based on the
28 investigation completed to date, and with the reasonable belief that further investigation and
discovery in this action will lead to additional factual support. Therefore, DISH Network
reserves the right to supplement or amend its claims and the basis for those claims, with leave of
court if necessary, as additional investigation and discovery is conducted.

1 37. There are currently over 40,000 registered members of the MFN website and
2 membership increases on a daily basis.

3 38. Members of the MFN website, including those residing in California and the
4 United States, can download piracy software used for DISH Network piracy.

5 39. The MFN website is written in the English language and has metadata using
6 keywords written in the English language such as "Dish" and "downloads."

7 40. Defendants are involved in and/or are responsible for manufacturing, developing,
8 distributing, promoting, using, and/or allowing members to download pirate software used for
9 DISH Network piracy.

10 41. Defendants have participated in and are responsible for the distribution of
11 numerous versions of pirate software using the MFN website.

12 42. Defendants' pirate software is primarily designed to allow users to circumvent
13 DISH Network's security system, a technological measure that effectively controls access to,
14 copying, and distribution of copyrighted works.

15 43. There is no commercially significant or legitimate use for the pirate software
16 offered and distributed by Defendants on the MFN website other than to circumvent DISH
17 Network's security system.

18 44. Defendants and/or others acting in concert with them, market, promote, and
19 advertise pirate software available on the MFN website for use in the circumvention of DISH
20 Network's security system and for DISH Network piracy.

21 45. Using pirate software made available through the MFN website, Defendants and
22 those acting on their behalf or in concert with them, circumvent DISH Network's security system
23 to receive, intercept, decrypt, and use DISH Network's satellite signals and copyrighted satellite
24 television programming in order to view such programming without authorization or assists
25 others to do same.

26 46. The circumvention of DISH Network's security system occurs without the
27 permission, authorization, or consent of DISH Network or any owner of copyrighted
28 programming broadcast on the DISH Network platform.

CLAIMS FOR RELIEF

COUNT I

Offering to the Public and Trafficking in Circumvention Devices and Services in

Violation of the Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(2)

47. DISH Network repeats and realleges the allegations in paragraphs 1-46.

48. Defendants were and are engaged in manufacturing, importing, advertising, offering to the public, providing, and otherwise trafficking in pirate software using the MFN website in violation of 17 U.S.C. § 1201(a)(2).

49. Defendants' pirate software is primarily designed and produced for the purpose of circumventing the DISH Network security system; has no commercially significant purpose or use other than to circumvent the DISH Network security system; and is marketed by Defendants and others known to be acting in concert for use in circumventing the DISH Network security system.

50. The DISH Network security system is a technological measure that effectively controls access to, copying, and distribution of copyrighted works.

51. Defendants' actions that constitute violations of 17 U.S.C. § 1201(a)(2) were and are performed without the permission, authorization, or consent of DISH Network or any owner of copyrighted programming broadcast on the DISH Network platform.

52. Defendants violated 17 U.S.C. § 1201(a)(2) willfully and for purposes of commercial advantage and private financial gain.

53. Defendants knew or should have known their actions were and are illegal and prohibited. Such violations have and will continue to cause damage to DISH Network in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendants will continue to violate 17 U.S.C. § 1201(a)(2).

COUNT II

Distributing Signal Theft Devices in Violation of the

Communications Act, 47 U.S.C. § 605(e)(4)

54. DISH Network repeats and realleges the allegations in paragraphs 1-46

55. Defendants were and are engaged in manufacturing, assembling, modifying, importing, exporting, selling, or otherwise distributing pirate software using the MFN website in violation of 47 U.S.C. § 605(e)(4).

56. Defendants' pirate software is primarily of assistance in the unauthorized decryption of DISH Network's satellite transmissions of television programming.

57. Defendants' actions that constitute violations of 47 U.S.C. § 605(e)(4) were and are performed without the permission, authorization, or consent of DISH Network or any owner of copyrighted programming broadcast on the DISH Network platform.

58. Defendants violated 47 U.S.C. § 605(e)(4) willfully and for purposes of commercial advantage and private financial gain.

59. Defendants intended pirate software made available through the MFN website to be used in the unauthorized decryption of DISH Network's satellite transmissions of television programming, or knew or should have known the pirate software was and is primarily used for this purpose, and therefore is illegal and prohibited. Such violations have and will continue to cause damage to DISH Network in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendants will continue to violate 47 U.S.C. § 605(e)(4).

COUNT III

Circumventing Access Control Measures in Violation of the Digital Millennium

Copyright Act, 17 U.S.C. § 1201(a)(1)

60. DISH Network repeats and realleges the allegations in paragraphs 1-46.

61. Defendants were and are circumventing, or are responsible for others circumventing, the DISH Network security system by using and distributing pirate software using the MFN website in violation of 17 U.S.C. § 1201(a)(1).

62. Defendants test and use pirate software to circumvent DISH Network's security system. Defendants' distribution of pirate software through the MFN website assists others to circumvent the DISH Network security system.

63. The DISH Network security system is a technological measure that effectively controls access to, copying, and distribution of copyrighted works.

66. Defendants knew or should have known their actions were and are illegal and prohibited. Such violations have and will continue to cause damage to DISH Network in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendants will continue to violate 17 U.S.C. § 1201(a)(1).

**Receiving and Assisting Others in Receiving Satellite Signals Without
Authorization in Violation of the Communications Act, 47 U.S.C. § 605(a)**

68. Defendants were and are receiving, or assisting others in receiving, DISH Network's satellite transmissions of television programming for their benefit or the benefit of others, without authorization by using and distributing pirate software using the MFN website in violation of 47 U.S.C. § 605(a).

70. Defendants' actions that constitute violations of 47 U.S.C. § 605(a) were and are performed without the permission, authorization, or consent of DISH Network or any owner of copyrighted programming broadcast on the DISH Network platform.

72. Defendants knew or should have known their actions were and are illegal and prohibited. Such violations have and will continue to cause damage to DISH Network in an

1 amount to be proven at trial. Unless restrained and enjoined by the Court, Defendants will
 2 continue to violate 47 U.S.C. § 605(a).

3 COUNT V

4 **Intercepting and Procuring Others to Intercept Satellite Signals in Violation of the** 5 **Electronic Communications Privacy Act, 18 U.S.C. §§ 2511(1)(a), 2520**

6 73. DISH Network repeats and realleges the allegations in paragraphs 1-46.

7 74. Defendants were and are intercepting and procuring others to intercept DISH
 8 Network's satellite transmissions of television programming by using and distributing pirate
 9 software using the MFN website in violation of 18 U.S.C. §§ 2511(1)(a) and 2520.

10 75. Defendants use pirate software to intercept DISH Network's satellite transmissions
 11 of television programming. Defendants' distribution of pirate software through the MFN website
 12 causes others to intercept DISH Network programming.

13 76. Defendants also procure others to intercept DISH Network's satellite transmissions
 14 by providing pirate software through the MFN website to persons to test and report on its piracy
 15 capabilities.

16 77. Defendants' actions that constitute violations of 18 U.S.C. §§ 2511(1)(a) and 2520
 17 were and are performed without the permission, authorization, or consent of DISH Network or
 18 any owner of copyrighted programming broadcast on the DISH Network platform.

19 78. Defendants violated 18 U.S.C. §§ 2511(1)(a) and 2520 for tortious and illegal
 20 purposes, and for commercial advantage and private financial gain.

21 79. Defendants' interception and procurement of others to intercept was intentional,
 22 and therefore is illegal and prohibited. Such violations have and will continue to cause damage to
 23 DISH Network in an amount to be proven at trial. Unless restrained and enjoined by the Court,
 24 Defendants will continue to violate 18 U.S.C. §§ 2511(1)(a) and 2520.

25 PRAYER FOR RELIEF

26 WHEREFORE, DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar
 27 LLC seek judgment against Defendants as follows:
 28

1 A. For a grant of permanent injunctive relief restraining and enjoining Defendants,
2 and their employees, agents, representatives, attorneys, and all persons acting or claiming to act
3 on their behalf or under their direction or authority, and all persons acting in concert or in
4 participation with them, from:

5 (1) manufacturing, importing, offering to the public, providing, or otherwise
6 trafficking in pirate software, technology, product, service, device, component, or part thereof,
7 that:

8 (a) is primarily designed or produced for circumventing the DISH
9 Network security system or any other technological measure adopted by DISH Network that
10 controls access to, copying, or distribution of copyrighted works on the DISH Network platform;

11 (b) has only a limited commercially significant purpose or use other
12 than to circumvent the DISH Network security system or any other technological measure
13 adopted by DISH Network that controls access to, copying, or distribution of copyrighted works
14 on the DISH Network platform; or

15 (c) is marketed for use in circumventing DISH Network's security
16 system or any other technological measure adopted by DISH Network that controls access to,
17 copying, or distribution of copyrighted works on the DISH Network platform;

18 (2) manufacturing, assembling, modifying, importing, exporting, selling, or
19 otherwise distributing pirate software or any other device or equipment, knowing or having
20 reason to know that such device or equipment is primarily of assistance in the unauthorized
21 decryption of direct-to-home satellite services;

22 (3) receiving or assisting others in receiving without authorization, or
23 otherwise intercepting or procuring others to intercept, DISH Network's satellite transmissions of
24 television programming;

25 B. For an order impounding all pirate software and other technologies, products,
26 services, devices, components, or parts thereof in the custody or control of Defendants that the
27 Court has reasonable cause to believe were involved in a violation of the Digital Millennium
28 Copyright Act, 17 U.S.C. § 1201 or the Communications Act, 47 U.S.C. § 605;

1 C. For an order directing Defendants to preserve all records, in any form including
2 electronic form, that evidence, refer, or relate to pirate software or other services and devices used
3 in satellite television piracy, including any manufacturers, exporters, importers, dealers, or
4 purchasers of such services and devices, or persons involved in operating an IKS server or
5 receiving control words from same;

6 D. Award DISH Network the greater of its actual damages together with any profits
7 made by Defendants that are attributable to the violations alleged herein, or statutory damages in
8 the amount of up to \$2,500 for each violation of 17 U.S.C. § 1201(a)(1), (2), under 17 U.S.C. §§
9 1203(c)(2) and 1203(c)(3)(A);

10 E. Award DISH Network the greater of its actual damages together with any profits
11 made by Defendants that are attributable to the violations alleged herein, or statutory damages in
12 the amount of up to \$100,000 for each violation of 47 U.S.C. § 605(e)(4), under 47 U.S.C. §
13 605(e)(3)(C)(i);

14 F. Award DISH Network the greater of its actual damages together with any profits
15 made by Defendants that are attributable to the violations alleged herein, or statutory damages in
16 the amount of up to \$10,000 for each violation of 47 U.S.C. § 605(a), under 47 U.S.C. §
17 605(e)(3)(C)(i). DISH Network seeks to increase that amount up to \$110,000 for each violation,
18 at the Court's discretion, in accordance with 47 U.S.C. § 605(e)(3)(C)(ii);

19 G. Award DISH Network the greater of its actual damages together with any profits
20 made by Defendants that are attributable to the violations alleged herein, or statutory damages in
21 the amount of \$100 per day for each violation of 18 U.S.C. § 2511(1)(a) or \$10,000, under 18
22 U.S.C. § 2520(c)(2);

23 H. Award DISH Network punitive damages under 18 U.S.C. § 2520(b)(2);

24 I. For an award of DISH Network's costs, reasonable attorneys' fees, and
25 investigative expenses under 17 U.S.C. § 1203(b)(4)-(5), 47 U.S.C. § 605(e)(3)(B)(iii), and 18
26 U.S.C. § 2520(b)(3);

27 J. For a full and accurate accounting of all profits and other benefits received by
28 Defendants as a result of the wrongful conduct described herein;

1 K. For pre- and post-judgment interest on all damages, from the earliest date
2 permitted by law at the maximum rate permitted by law;

3 L. For such additional relief as the Court deems just and equitable.

4 DATED: January 19, 2012

By: Mark J. Hattam

Mark J. Hattam (State Bar No. 173667)

mhattam@allenmatkins.com

Michael J. Holmes (State Bar No. 199311)

mholmes@allenmatkins.com

**ALLEN MATKINS LECK GAMBLE MALLORY
& NATSIS LLP**

501 West Broadway, 15th Floor

San Diego, California 92101

Telephone: (619) 233-1155

Facsimile: (619) 233-1158

Chad M. Hagan (*pro hac vice* pending)

chad.hagan@hnbllc.com

Joseph H. Boyle (*pro hac vice* pending)

joe.boyle@hnbllc.com

HAGAN NOLL & BOYLE LLC

820 Gessner, Suite 940

Houston, Texas 77024

Telephone: (713) 343-0478

Facsimile: (713) 758-0146

Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DISH NETWORK L.L.C., ECHOSTAR
TECHNOLOGIES L.L.C., and NAGRASTAR LLC

(b) County of Residence of First Listed Plaintiff Arapahoe County, CO

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Mark J. Hattam (State Bar No. 173667)
Micheal J. Holmes (State Bar No. 199311)
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
501 West Broadway, 15th Floor
San Diego, CA 92101-3541

DEFENDANTS

MILES DILLION and DOES 1- 10 d/b/a www.myfreeneeds.tv
and www.myfreeneeds.com

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE:

IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

ORIGINAL

12CV0157 BTM NLS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input checked="" type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1331, 1338; 17 U.S.C. §§ 1201(a)(1), 1201(a)(2); 47 U.S.C. §§ 605(a), 605(e)(4); 18 U.S.C. §§ 2511(1)(a), 2520

Brief description of cause:

circumvention of access controls to copyrighted works; reception, interception, and decryption of satellite signals

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

January 19, 2012

SIGNATURE OF ATTORNEY OF RECORD

Michael J. Holmes

Michael J. Holmes, Attorneys for Plaintiffs

FOR OFFICE USE ONLY

RECEIPT

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

2/5/63
\$350 -
AB 01/19/12

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS034563
Cashier ID: mbain
Transaction Date: 01/19/2012
Payer Name: CALEXPRESS

CIVIL FILING FEE
For: DISH NETWORK V DILLION
Case/Party: D-CAS-3-12-CV-000157-001
Amount: \$350.00

CHECK
Check/Money Order Num: 71291
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$53.00
charged for any returned check.